



GENERAL SALES CONDITIONS

1° - Orders are only recorded and deliverable following confirmation from our Company. Our order confirmation is only a register document. We reserve the right to modify our prices, the sales price being the tariff applicable upon delivery.

2° - Delivery deadlines are not final and are only indicated for information. We shall not be held responsible for any manufacture or delivery delay or difficulties. Possible delays do not authorise the Purchaser to cancel the sale, to refuse the good or to request any compensation. No order shall be cancelled, whether partially or totally, when being executed.

3° - The good is transported at the Purchaser's risk, even if it is post-paid. If the package is delivered late, damaged or lost, the Consignees are to take legal action against the Transport Contractor(s).

4° - Claims made by the Purchaser upon delivery shall only be taken into account if they are written and sent via a registered letter within 48 hours after the receipt date. No goods shall be accepted without prior agreement.

5° - Our goods are to be collected from and paid to the DIATEX head office without discount, in accordance with the law of 4 August 2008.776, known as the "LME" applicable from 1 January 2009, which regulates the payment delays.

6° - Our bills of exchange are not a payment derogation and only represent a discharge. We reserve the right to request a cash payment or prepayment before the shipment whatever the particular sales conditions. Unauthorised returns can in no way delay the payment of our invoices for the agreed deadline.

7° - If a single commercial paper or invoice is not paid by its due date, this results in an event of default and makes all debts due immediately, even undue bills. When the deadline is reached, late payment penalties are applied automatically without any formal notice at a conventional rate of 1.50 % per month. In compliance with article 1226 of the Civil Code, in the event of a default in payment of a debtor, sums due which have been recovered by contentious legal action, shall be increased, in addition to the penalties, by a fixed indemnity equal to 20 % of the total amount.

8° - According to the Law of the 18th of May 1980, in the event of a liquidation, we shall have the right to retrieve goods or have them retrieved following a simple bailiff notification without any other proceeding.

9° - Abovementioned sales conditions cannot be modified by any previous correspondence or by a subsequent clause (even if it is included in the Purchaser's purchase order). Acceptable departures only include conditions which have been agreed in writing both by the Purchaser and our company

10° - VAT (Value Added Tax)

* Exports:

Article 262.I from the General Tax Code states that goods shipped by a Transport Contractor outside the E.E.C., as well as the services directly related to the export, are exempted of VAT. Goods shipped by a Transport Contractor within the E.E.C. are also exempted of VAT if the Purchasing Company has an international VAT number.

These exports are VAT-exempted only if their shipment outside of France is justified.

Therefore, according to the provisions of article 74 of Appendix III from the General Tax Code, tangible evidence of the export is provided by a copy of the Export Declaration signed by the Customs Department (i.e. copy No. 3 of the Single Administrative Document).

The transport invoice shall justify the delivery to a country within the E.E.C. if our company is in charge of transportation.

If the good is to be collected by the PURCHASER, a waybill shall be requested.

* Deliveries to FRANCE:

A tax excluded delivery to FRANCE shall be possible upon presentation, WITH THE ORDER, of a VAT stamp exemption/duty free purchase certificate duly completed and signed by the Tax Department Management.

11° - Warranty – The warranty against any manufacture defects (except for impacts) consists in simply exchanging goods which have been confirmed as faulty by our Laboratory or in their repair at our convenience. Shipment costs are to be covered by the Purchaser. If goods are exchanged or repaired in relation to the warranty, its term of validity is not extended. Our company cannot be held responsible for any type of corporal or material damage which could be due to neglect, production misadjustment or misuse. We recommend that users should, at first, check that the product is perfectly adapted to its intended use by performing preliminary tests if required. This is a solution for ensuring their protection against risks and responsibilities. If a dispute arises and a specific agreement is reached, only the jurisdiction of Lyon is competent, even if there are several defendants and despite any adverse clause.

IMPORTANT INFORMATION:

Technical information concerning DIATEX products is available on the website (www.diatex.com) or can be obtained from your usual DIATEX Agent.

WARNING:

Certain liquids identified as Secur.Trans/ADR... are subject to Safety Data Sheets which are available on our website www.diatex.com or can be obtained from your usual DIATEX Agent.

If a good is locked away by the Customer, he shall protect it from any damage and maintain it in the conditions specified in DIATEX technical sheets. Manufacturing samples are kept at DIATEX for a maximum of 5 years.

TOLERANCES:

- regarding products that we manufacture: tolerances are indicated on technical sheets and on our website.
- regarding trade products and raw material: the Manufacturer's tolerances apply and are also available on our website.

RESERVATION OF TITLE

By exemption from article 1583 of the Civil Code, the good remains our property, as per provisions stated in Law No. 80.335 of the 12th of May 1980 until complete payment of the invoice. Parties agree to apply this clause and that the Purchaser shall be responsible for fulfilling insurance obligations upon delivery.